

Countersigned - E. M. Lester

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ELLSWORTH C. ALVORD (1964)

RECORDATION FILED
20182-C
SEP 27 1996 12 03 PM
OF COUNSEL
URBAN A. LESTER

September 27, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

RECEIVED
SURFACE TRANSPORTATION
BOARD
SEP 27 12 03 PM '96

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies a Termination of Agreement, dated September 27, 1996, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document is a partial termination and relates to Interim Use Agreement previously filed with the Board under Recordation Number 20182.

The names and addresses of the parties to the enclosed document are:

Manufacturer:	Thrall Car Manufacturing Company 2521 State Street Chicago Heights, Illinois 60411
Company:	Central Soya Company, Inc. 110 West Berry Street Fort Wayne, Indiana 46802

A description of the railroad equipment covered by the enclosed document is set forth on Schedule A attached to the Termination of Agreement.

Mr. Vernon A. Williams
September 27, 1996
Page 2

Also enclosed is a check in the amount of \$22.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", written in a cursive style.

Robert W Alvord

RWA/bg
Enclosures

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001**

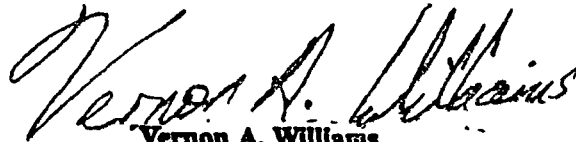
9/27/96

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/27/96 at 12:05PM, and assigned recordation number(s). 20182-C, 20200-F and 20200-G.

Sincerely yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 66.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TERMINATION OF AGREEMENT

SEP 27 1996 4:12 PM

Termination of Agreement dated September 27, 1996 between Thrall Car Manufacturing Company, an Illinois corporation with its principal offices located at 2521 State Street, Chicago Heights, IL 60411 ("Thrall"), and Central Soya Company, Inc., an Indiana corporation with its principal offices located at 1300 Fort Wayne National Bank Building, 110 West Berry Street, Fort Wayne, IN 46802 ("Customer").

WHEREAS, Thrall and Customer are parties to an Interim Use Agreement dated July 12, 1996 (the "Agreement") with respect to one thousand two hundred railcars bearing car numbers CSYX 12345 through CSYX 12544 inclusive, manufactured by Thrall for Customer (the "Cars"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board of the Department of Transportation (the "Board") on July 16, 1996 at 1:15 p.m. and given Recordation Number 20182; and

WHEREAS, Thrall and Customer desire to terminate the Agreement with respect to certain of the Cars and to record such termination with the Board;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is acknowledged, the parties hereby agree as follows:

1. Thrall and Customer hereby terminate the Agreement, effective September 27, 1996, with respect to the Cars listed on Schedule A attached hereto; provided, however, that nothing contained in this Termination of Agreement shall affect the rights and liabilities of the parties under the Agreement with respect to acts, events or omissions occurring on or prior to the date hereof.
2. Customer shall record this Termination of Agreement with the Board in order to release any lien created by or arising out of the Agreement with respect to the Cars listed on Schedule 1.
3. Nothing contained herein shall be construed to terminate the Agreement with respect to any Cars other than the Cars listed on Schedule A.

4 This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING
COMPANY


By 
Title Vice President - Finance

CENTRAL SOYA COMPANY, INC.

By _____
Title _____

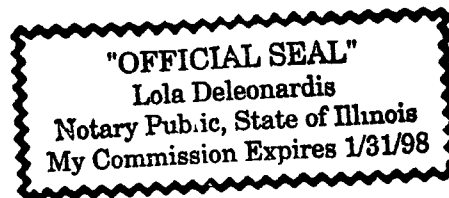
STATE OF ILLINOIS)
) ss.
COUNTY OF DuPAGE)

On the 27th day of September, 1996, before me personally appeared Robert A. Walk to me known who, being by me duly sworn, stated that he is Vice President-Finance of Chrysler Car Manufacturing Company, that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation



Notary Public

My commission expires 1/31/98



STATE OF)
) ss.
COUNTY OF)

On the ___ day of _____, 199__ before me personally appeared _____, to me known who, being by me duly sworn, stated that he is _____ of Central Soya Company, Inc., that the foregoing instrument was executed on behalf of such corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of such corporation.

Notary Public

My commission expires _____

4. This Termination of Agreement may be executed in multiple counterparts which taken together shall constitute a single instrument.

THRALL CAR MANUFACTURING COMPANY

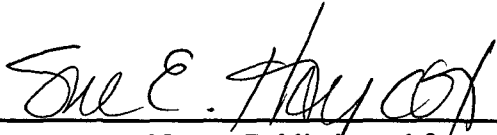
By: _____
Title _____

CENTRAL SOYA COMPANY, INC.

By: Gerence E. Jainlar
Title SECRETARY

STATE OF INDIANA)
) ss
COUNTY OF ALLEN)

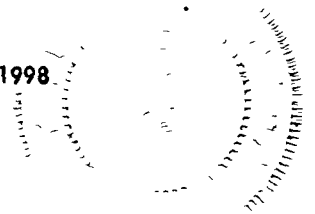
On this 18th day of September, 1996, before me personally appeared, TERENCE E. QUINLAN, to me personally known, being by me duly sworn, says that he is the SECRETARY of CENTRAL SOYA COMPANY, INC. (the "Corporation") and that the said instrument attached hereto was signed on behalf of the Corporation, and he acknowledged that the execution of the foregoing instrument was the act and deed of the Corporation.



Notary Public in and for
the State of Indiana

My commission expires: _____

SUE E. HAYCOX, Notary Public
Allen County, State of Indiana
My Commission Expires February 15, 1998



DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12642
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12660
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12664
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12666
September 27, 1996	1	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12670
September 27, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12672 - CSYX 12673, both inclusive
September 27, 1996	2	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12677 - CSYX 12678, both inclusive
September 27, 1996	87	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12680 - CSYX 12766, both inclusive
September 27, 1996	69	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12768 - CSYX 12836, both inclusive

DESCRIPTION OF EQUIPMENT

<u>Funding Date</u>	<u>Number of Items</u>	<u>Description of Equipment</u>	<u>Manufacturer</u>	<u>Unit Numbers</u>
September 27, 1996	11	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12838 - CSYX 12848, both inclusive
September 27, 1996	6	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12850 - CSYX 12855, both inclusive
September 27, 1996	18	100-Ton covered hopper cars, 5,400 cubic foot capacity	Thrall Car Manufacturing Company	CSYX 12857 - CSYX 12874, both inclusive

in each case, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

The Funding Date for the Equipment described on this Schedule A is September 27, 1996.